

CONTRACT PERIOD THROUGH JUNE 30, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ADULT MENTAL HEALTH REPRESENTATION ATTORNEY
SERVICES - OCC**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 10, 2002**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Mark Kennedy, OCC
Sharon Tohtsoni, Materials Management

(Please remove Serial 00048-ROQ from your contract notebooks)

Office of Contract Counsel



Mark Kennedy
Contract Administrator

Memo to: All Court Appointed Counsel Contract Attorneys; Prospective Contract Attorneys
From: Stan Fisher, Senior Procurement Consultant, Maricopa County
Date: November 7, 2002
Re: SOLICITATION FOR 2002/2004 CONTRACT YEARS

Attached is an application and contract package (Serial 02024-ROQ) for Adult Mental Health Representation service area for a 2002/2004 Indigent Representation contract. This is a two (2) year contract with options for up to three (3) renewal years, at the County's option.

Completing an application is not a commitment that you will accept a contract if it is offered. **However, it is a requirement if you wish to be considered for a contract.** Maricopa County reserves the right to add contractors to this contract as required to meet County requirements.

Please complete the application form, **sign it where indicated**, and **attach a professional writing sample that you personally drafted and a business plan that outlines your ability and availability to perform the contract(s) applied for.**

Your application shall be delivered in a sealed envelope, and shall be clearly identified with the serial number and the title of this solicitation. You must **submit one (1) "original" identified as such and five (5) "copies"** of the application and all materials requested for consideration. Applications that do not include all required documents and/or information shall be determined to be non-responsible and **will not be considered for contract award.** Submit your application packet to:

Stan Fisher
Maricopa County, Materials Management
320 W. Lincoln Street
Phoenix, Arizona 85003

To be eligible for award, you are required to be a "registered vendor" with Maricopa County. To make arrangements for registration, you may call (602)-506-8718 or (602) 506-3967. Vendor registration and your application must be in agreement. If your application is not in complete agreement, it is the responsibility of the applicant to request the necessary changes, by calling the numbers listed in this section.

The application deadline is Thursday, April 11 2000, 2:00 PM.

If you have any questions about the application process, you can contact me at (602) 506-3274.

SECTION I GENERAL PROVISIONS

1. DEFINITIONS

As used throughout the Contract, these terms shall have the following meanings, unless the context requires otherwise:

- A. Board of Supervisors means Maricopa County Board of Supervisors.
- B. Billable Time means time spent for the benefit of the Client which substantially advances the case toward conclusion. Billable time may include court time, legal research, interviews of the Client and witnesses and other work required to be done to effectively represent the Client. Billable time does not include, for example, the following:
 - 1. non-substantive motions such as motions to continue, motions to withdraw or time spent reviewing a file prior to moving to withdraw;
 - 2. support services or overhead items that are compensated through Contractor's Contract Rate, such as secretarial services, typing or copying; or
 - 3. activity that does not substantially advance the Client's case, such as waiting for meetings, unanswered telephone calls, leaving a voice mail message, or setting up a meeting or conference.
- C. Client means a person who receives services from Contractor pursuant to an assignment by OCC.
- D. Contract means this document and all attachments hereto.
- E. Contract Administrator means the agent designated by the County Administrative Officer to develop, administer and monitor the contracts for OCC.
- F. Contract Attorney means an attorney, other than Contractor, who receives compensation pursuant to a contract for legal representation through OCC.
- G. Contractor means the person listed on the Cover Page of the Contract.
- H. County means Maricopa County and is synonymous with OCC.
- I. Credit is one assignment required by the base compensation as provided in Section III, Compensation, of the Contract.
- J. Excess compensation means the calculation of credits beyond those described in a contract and which is made at a time deemed suitable of the Contract Administrator.
- K. Fiscal Year is coterminous with the County's fiscal year, which is comprised of the 12 consecutive months from July 1 to June 30.
- L. OCC means the Office of Contract Counsel and is synonymous with County.
- M. Parties or Party mean OCC, the County and Contractor, as the context requires.
- N. Reimbursable Expenses means expenses which are (1) reasonable and necessary; (2) for the legal representation of a Client; and (3) approved in advance by the Contract Administrator. "Reimbursable expenses" does not include (1) items that are compensated through billable time; (2) secretarial expenses; (3) travel within Maricopa County (4) expenses for stationery or supplies; (5) or other items that are an ordinary cost of doing business. Including, but not limited to, the transcription of interviews conducted by the contractor or any other person.
- O. Representation means the services that Contractor provides to a Client in a specific legal matter.
- P. Trial means participation in a court hearing at which jeopardy has attached, witnesses are sworn, and testimony is taken. A trial day is 3.5 or more hours of trial time; a half-day is less than 3.5 hours.

2. TERM

The **Contract begins on July 1, 2002 (the “Commencement Date”)** and **expires on June 30, 2004**, unless extended, amended or terminated consistent with the provisions of the Contract.

3. RIGHT TO EXTEND CONTRACT

The County may, at its option and with the approval of Contractor, extend the term of the Contract up to a maximum of three (3) additional one-year periods. Contractor shall be notified in writing by OCC of the County's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently extend or award a Contract.

4. DEFAULT, SUSPENSION AND TERMINATION

- A. The Contract Administrator may suspend, modify or terminate the Contract upon Contractor's failure to perform, or upon the occurrence of an event that may cause or result in Contractor's failure to perform any requirement of the Contract. Failure of performance shall include failure by Contractor to fulfill the reporting requirements of the Contract.
- B. The County may terminate the Contract as follows:
 - 1. No Cause. Upon thirty days written notice to Contractor.
 - 2. For Cause. Immediately upon written notice to Contractor.
- C. Contractor may terminate this contract upon 30 days written notice to the Contract Administrator.

5. NON-EXCLUSIVE STATUS

OCC may provide the same or similar professional services through persons or firms other than Contractor.

6. CONTRACTOR'S DUTIES

- A. Effective Representation. Contractor shall provide effective legal representation of the Client, including but not limited to the following:
 - 1. contacting the Client concerning the Representation within 48 hours of notice of appointment;
 - 2. maintaining contact with the Client until the Representation is terminated;
 - 3. using reasonable diligence in notifying the Client of necessary court appearances, including any court action that arises out of the Client's non-appearance; and
 - 4. conducting such interviews and investigation as appropriate to the matter.
- B. Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the Representation under the Arizona Rules of Professional Conduct.
- C. Replacement Representation. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OCC so that OCC may appoint replacement counsel. OCC may require Contractor to return any payment for the Representation.
- D. Continuing Representation. Contractor has a continuing duty to represent Clients until the court has terminated the Representation. The County will not compensate Contractor for services rendered after termination or expiration of the Contract.
- E. Removal for Failure of Performance. In the event a Court removes Contractor from Representation for any failure of performance relating to the Representation, Contractor shall reimburse the County for any payment made to Contractor relating to the Representation and provide a written explanation of the failure of performance.

- F. Determination of Indigence. Contractor shall notify the court and request a re-determination of the Client's indigence if reasonable grounds exist to believe that a Client is not indigent. In the event the court permits Contractor to withdraw from the Representation, Contractor may not represent the Client for a fee arising out of that Representation without prior written approval of the Contract Administrator.
- G. No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including attorneys' fees or damages, in any matter that relates to or arises out of a pending assignment or Representation, other than compensation as specified in the Contract.
- H. Records and Reports. Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the Representation. Contractor will report on a timely basis data and statistics periodically to the Contract Administrator in the manner prescribed by OCC. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OCC will result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County, all records and accounts relating to the work performed or the services provided under the Contract, except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, and regulations.
- I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OCC contractors, subcontractors and staff, and carefully plan and perform work accordingly. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, any Contract Attorney or their staffs.

In addition, all contractors shall have either a pager or cellular phone available at all times in the event that the Office of Contract Counsel needs to make contact with the contractor.
- J. Vacation Days. Contractor may designate 10 days during the term ("Vacation Days") for which no appointments will be accepted; provided, however, that the last 10 days of the contract term may not be designated as Vacation Days unless Contractor has received the total number of assignments authorized pursuant to the Contract. Contractor shall facilitate the orderly scheduling of cases by notifying OCC, in writing, at least 14 days prior to invoking this provision.
- K. Substitute Performance. This is a personal service contract between Contractor and the County. Contractor may substitute a performance only a) through a conflict-free Contract Attorney or b) with the written consent of the Contract Administrator. Contractor shall provide a substitute performance in the event Contractor is ill, on approved vacation, or otherwise unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.
- L. Requests for Expenditures. Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, service of process, (other than local service), court transcript fees and other expenditures. Contractor may not incur any expense for the account of the County without prior approval of the Contract Administrator. OCC will not reimburse Contractor for office supplies, secretarial or other staff services, transcripts of witness interviews or any other type of expense that involves the general cost of doing business, including, but not limited to, long distance telephone calls unless approved in advance by the Contract Administrator as an extraordinary expense.
- M. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. OCC shall appoint an investigator, if appropriate, from a group of contracted investigators and approve a specific maximum number of billable hours to be expended by the investigator on the case. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OCC.
- N. Appointment of Interpreters. Court Interpreters will be used for non-English-speaking Clients as reasonable and necessary for all court proceedings and out-of-court matters.
- O. Requests for Court Authorization. Any request made of any Court for any order directing any action by OCC or Maricopa County must be served upon the Contract Administrator in compliance with the Rules of Procedure regarding notice of motions.
- P. Compliance with Law. Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of attorneys.

7. AVAILABILITY OF FUNDS

Contractor and the County acknowledge that the continuation of any contract after the close of the County's fiscal year, on June 30 of each year, is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent that said budget item will be actually adopted, the approval of expenditures being the province of the County Board of Supervisors at the time of the adoption of the budget.

8. INDEPENDENT CONTRACTOR

- A. Contractor's relationship to the County shall be as an independent contractor and not employee.
- B. This contract does not constitute, create, give rise to or otherwise recognize a joint venture Contract, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in the Contract.
- C. No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities.

9. RIGHTS IN DATA

The County shall have the use of data and reports resulting from the Contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the Contract. The data and reports or compilations of data are public records under Arizona law.

10. MALPRACTICE INSURANCE

- A. Contractor will provide to the Contract Administrator a declarations page for a current certificate of insurance for errors and omissions coverage in an amount not less than \$100,000/\$300,000. Insurance must remain in force during the term of the Contract. In the event Contractor's insurance is terminated, Contractor shall immediately notify the Contract Administrator. Failure to provide proof of malpractice coverage during any period of the contract shall result in its termination. Proof of malpractice coverage is due on the first day of the second month of the effective date of the contract.
- B. Contractor shall not be entitled to coverage or costs of defense from County or its Self-Insurance Trust from liability or other claims arising from Contractor's performance under the Contract.
- C. Contractor agrees to indemnify the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.

11. AMENDMENTS

All amendments to the Contract must be in writing and signed by both Parties, and approved by the Maricopa County Board of Supervisors. In the event Contractor becomes temporarily unable to perform the Contract, the Contract Administrator and Contractor shall make reasonable efforts to temporarily suspend payment under the Contract.

12. STRICT COMPLIANCE

Acceptance by OCC of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term, including strict compliance with all other terms.

13. LAWS, RULES AND REGULATIONS

Performance under the Contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Contractor in the performance of the Contract will not discriminate against any employee based on race, religion, sex, national origin, or disability.

15. RETENTION AND ADEQUACY OF RECORDS

Contractor agrees to retain all books, records, and other documents relevant to the Contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County, State or Federal auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of all such materials.

16. AUDIT AND AUDIT DISALLOWANCES

Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, OCC shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.

17. DISPUTES

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the Maricopa County Procurement Code, Section MC1-906.

18. WAIVER OF CLAIMS

- A. Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand, request or compensation for the services that Contractor provides pursuant to the Contract.
- B. Contractor's obligations under this section shall survive the termination or expiration of the Contract.
- C. Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:
 - 1. County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys;
 - 2. County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys; and
 - 3. Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys.
- D. This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

19. GOVERNING LAWS

The Contract shall be governed and construed in accordance with the laws of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court of the State of Arizona.

20. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

21. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall use reasonable efforts to comply with all applicable federal and state laws, rules and regulations.

22. NOTICE

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing, and shall be deemed delivered upon the following:

- A. personal delivery;
- B. one (1) business day from the transmission by telecopier; or
- C. three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage-prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

23. RULES OF CONSTRUCTION

- A. Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.
- B. Merger. All prior and contemporaneous contracts, agreements, statements and understandings with respect to the subject matter of the Contract, if any, among the Parties, or their agents, are merged into the Contract, and the Contract shall constitute the entire agreement among the Parties.
- C. Successors. The Contract shall be binding upon and inure to the benefit of, and shall be enforceable by, the successors, assignees and transferees of the Parties.
- D. Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity (i) by the terms of the Contract or (ii) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.
- E. Severability; Blue Pencil. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.
- F. Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party.

MARICOPA COUNTY
Application for Indigent Representation Contract

Please complete and supply with a business plan and writing sample for the type of contract for which you are applying.
This application is for the Adult Mental Health Representation contract(s).

Adult Criminal Trial _____

Indicate SEF/Durango (*circle one (1) location or both, which you are willing to provide services to.*)

NOTE: Multiple contracts **may be** available for this type of contract. **Please indicate the number of contracts you wish to apply for on the line above.** If you wish to rate your order of preference for this contract type, please rank it on the line provided next to the contract type. (Also note that JD/JS Appeals is a subset of Juvenile Dependency and Sex predator and Death Penalty 2nd Chair are subsets of Adult Felony Trial.)

1. Full name: _____ Soc. sec. # _____
2. Are you a currently licensed to practice law in Arizona? _____ State Bar #: _____
3. Firm name: _____ Firm tax I.D. _____
Please list your partners and associates: _____

4. Business address: _____
5. Business Phone: _____ Fax Number: _____
6. Home Phone: _____ Pager/Cell Phone: _____
7. In what languages are you fluent? _____
8. Law Schools attended, with dates and degree: _____

9. Bar admissions and dates: _____
10. Have you ever been denied admission to the Bar of any state? If so, please explain. _____

11. Please describe chronologically your law practice and experience since your graduation from law school: _____

12. Total Years of Arizona legal experience _____
13. List memberships and activities in professional organizations, including offices held: _____

14. Describe the nature of your law practice and any specialties in which you have been certified by the Arizona State Bar: _____

- a. What percentage of your practice consists of litigation in:
 Civil _____ Criminal/Delinquency _____ Probate _____ Mental Health _____
- b. What percentage of your court appearances are in:
 Federal Court _ Superior Court _ Justice Courts _ City Courts _____
- c. In the last 3 years:
 How many juries have you tried to verdict? _____
 How many trials to the Court? _____
 How many appeals have you written and argued? _____
15. A.) Has a charge of professional misconduct ever been made against you with a state bar in any jurisdiction? If so, provide details, including date and resolution:

- B.) List, describe and provide the dates of any sanctions imposed upon you by any court for violation of any rule or procedure or for any other impropriety:

16. List the names and telephone numbers of three persons who are in a position to comment on your qualifications (Include, and identify as such, one or more professional adversary from the past year): _____

17. Have you previously held a Maricopa County contract? When? _____
18. What other public contracts do you currently hold, or will you seek in FY 2002/2004? (If Maricopa County awards you a contract, you will be required to maintain a current statement of other contracts simultaneously held):

19. List your 3 most recent CLE courses _____
20. State any other information you regard as pertinent to this application: _____

- Dated: _____ Signed: _____

Please attach a business plan and one professional writing sample that you personally drafted.

SECTION II WORK STATEMENT

1. **EFFECT**

This Work Statement shall control over any conflict with the General Provisions or Consideration sections of this contract.

2. **DUTIES**

Contractor will provide counsel to persons in mental health commitment proceedings.

3. **ASSIGNMENT OF CASES**

- A. Contractor will be assigned cases for representation of clients where the County Attorney has filed for involuntary commitment and the Office of the Public Defender has a conflict of interest.
- B. Contractor agrees to accept all assignments made by the Contract Administrator except where the Arizona Rules of Professional Conduct prevent Contractor from ethically accepting the assignment.

4. **CONTRACTOR WITHDRAWAL FROM CASE**

- A. Contractor will continue to represent the client in all future matters as long as the court continues to require it.
- B. For Title 36 Guardianships, Contractor is expected to remain as counsel of record for the purpose of the Annual Renewals of Guardianship.

5. **TERMINATION OF APPOINTMENT**

- A. It is understood by Contractor that the duty to represent individuals pursuant to this contract continues until the appointment is terminated by the court, and that some cases will not so terminate until after the expiration date of this Contract. Contractor understands that County will compensate Contractor for services rendered past the expiration of the Contract according to the guidelines provided in the Consideration.
- B. If Contractor accepts an assignment but is unable to complete representation, Contractor must file a motion to withdraw and notify the Contract Administrator. Upon Contractor's receiving leave of court to withdraw, OCC will appoint substitute counsel.

SECTION III COMPENSATION/CONSIDERATION

- A. Contractor's primary source of compensation for the services performed pursuant to this contract shall be the client. The Public Defender's Office will withdraw if the client is not indigent. OCC will pay the amounts provided for in this contract only if the client is without funds.
- B. Contractor will be paid at the rate of \$50.00 per hour for all work performed up to a maximum of \$2,000 per case assignment. After forty hours of billable time on any case, Contractor must request extraordinary designation of the case before further payment will be made.

1. CLAIMS FOR PAYMENT

- A. Contractor must submit an original Invoice in Support of Request for Warrant on the form prescribed by the County for payments. Invoices submitted more than six (6) months after the date of the appointment must be submitted to County Attorney's Office, Division of County Counsel as a claim against Maricopa County.
- B. If OCC disallows a portion of any claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of the General Provisions section of this Contract.

2. TAXES AND BENEFITS

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, workman's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability which the County may incur because of Contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

MARICOPA COUNTY CONTRACT FOR SERVICES

OFFICE OF CONTRACT COUNSEL
411 N. Central Ave., Suite 900, Phoenix, AZ. 85004

1. **Contract No.:** 02024-ROQ 2. **Contract Type:** Hourly Rate
3. **Contract Amount:** \$50/hour 4. **Purpose:** Adult Mental Health Representation
5. **Budget Code:** 100-454-4544-810-03 6. **Contractor TIN/SSN:** _____
7. **Start Date:** July 1, 2002 8. **Expiration Date:** June 30, 2004

=====

This Contract is entered into by and between _____, licensed attorney(s) in the State of Arizona, referred to hereinafter as Contractor, and Maricopa County, Office of Contract Counsel referred to hereinafter as the OCC. The Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein and in:

Section I - General Provisions
Section II - Work Statement
Section III - Consideration

This Contract contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as a consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, Office of Contract Counsel or Contractor, in any State or Federal Court.

=====

Legal notice under this Contract shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon deposit in the mail, postage pre-paid, and addressed as provided below.

Notice to Contractor: _____ Phone: _____
Address: _____

Notice to Maricopa County: Materials Management
Address: 320 W. Lincoln, Phoenix, Arizona 85003 Phone: (602) 506-3967

=====

IN WITNESS WHEREOF, the parties enter into this Contract:

CONTRACTOR

BY: _____
Signature Date

BY: _____
Signature Date

Typed Names or Firm Name

MARICOPA COUNTY BOARD OF SUPERVISORS

BY: _____
Chairman

ATTEST:

Clerk of the Board

GARY A WIESER LAW OFFICES OF ,4506 N. 12TH STREET, PHOENIX, AZ 85014

P081105/B0700006

NIGP COMMODITY CODE 96149

Terms:	NET 30
Federal Tax ID Number:	15-1340741
Vendor Number:	151340741
Telephone Number:	602/279-7070
Fax Number:	602/604-9653
Contact Person:	Gary Wieser
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2004.

**REGINALD L COOKE ATTORNEY AT LAW, ATTORNEY AT LAW, 1366 E THOMAS RD #201,
PHOENIX, AZ 85014**

**P081105/B0700006
NIGP COMMODITY CODE 96149**

Terms:	NET 30
Federal Tax ID Number:	52-3319740
Vendor Number:	523319740
Telephone Number:	602/266-1404
Fax Number:	602/266-9242
Contact Person:	Reginald
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2004.

Two (2) contracts.

RICK KILFOY, 4201 N 20TH STREET SUITE #135, PHOENIX, AZ 85016

P081105/B0700006

NIGP COMMODITY CODE 96149

Terms:	NET 30
Federal Tax ID Number:	Private
Vendor Number:	G629223578
Telephone Number:	602/667-6934
Fax Number:	435/514-4098
Contact Person:	Rick Kilfoy
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2004.

ROBERT J TREBILCOCK, 4633 W BLUEFIELD AVENUE, GLENDALE, AZ 85308

P081105/B0700006

NIGP COMMODITY CODE 96149

Terms:	NET 30
Federal Tax ID Number:	Private
Vendor Number:	G866833638
Telephone Number:	602/298-9982
Fax Number:	602/298-2536
Contact Person:	Robert J. Trebilcock
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2004.